



# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRANCESCH,  
Clerk of Court  
Recorded: 08/05/2021 @ 12:12PM  
25 Pages

**382483- MO**  
**CONFORMED COPY**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION  
FOR  
CENTRAL LIFT STATION REHABILITATION AND WWTP REPAIRS PROJECT**

**WHEREAS**, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Central Lift Station Rehabilitation and WWTP Repairs Project with **Professional Engineering Consultants Corporation**, at the July 13, 2021 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the Parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for the Central Lift Station Rehabilitation and WWTP Repairs Project Services.

This **Agreement** is made and entered into on this 13<sup>th</sup> day of July, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Professional Engineering Consultants Corporation, 7600 Innovation Park Drive, Baton Rouge, LA, 70820, Phone: (225) 769-2810** represented by Tony Arikol, P.E. (hereinafter referred to as "**ENGINEER**") do hereby enter into this "**Agreement**" under the following terms and conditions.

### **SCOPE OF SERVICES**

The services to be performed by **ENGINEER** for **PARISH** under this **Agreement** ("Services") are set out in **Exhibit A: Statement of Work**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

### **TERM OF AGREEMENT**

This **Agreement** shall begin on the date of the notice to proceed and shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

#### **AMENDMENT**

This **Agreement** may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

#### **PAYMENT TERMS**

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **ENGINEER** in accordance with its fee schedule listed in **Exhibit B: Price Schedule**.

All payments must be approved by the **Director of Utilities or Designee**, hereinafter called the **DIRECTOR** and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

#### **INSURANCE**

**ENGINEER** shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

#### **MONITORING PLAN**

This **Agreement** shall be administered and monitored by the **Director or Designee** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **ENGINEER** shall submit a monthly summary of activities in accordance **Exhibit B: Price Schedule**.

#### **TAXES**

**ENGINEER** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **ENGINEER's** obligation. **ENGINEER** is required to provide a completed W-9 form prior to commencement of work.

#### **TERMINATION FOR CAUSE**

The **PARISH** may terminate this **Agreement** for cause based upon the failure of the **ENGINEER** to comply with the terms and/or conditions of this **Agreement**, provided that **PARISH** shall give the **ENGINEER** written notice specifying the **ENGINEER's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **ENGINEER** may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that the **ENGINEER** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.



Notwithstanding the above, the **ENGINEER** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the **ENGINEER**.

#### **TERMINATION FOR CONVENIENCE**

**PARISH** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **ENGINEER** of its intent to terminate this **Agreement**. The **ENGINEER** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **ENGINEER** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **ENGINEER** to **PARISH**, at **ENGINEER's** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **ENGINEER** in connection with the performance of the services in which contract fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **ENGINEER** to **PARISH**, at **ENGINEER's** expense, at termination or expiration of this **Agreement**.

#### **NON-ASSIGNABILITY**

**ENGINEER** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **ENGINEER** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

#### **AUDITORS**

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **ENGINEER** which relate to this **Agreement**.

#### **NOTICE TO PROCEED**

The **DIRECTOR or Designee** shall notify the **ENGINEER** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification.

#### **INDEMNITY**

To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **ENGINEER**.

## GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **ENGINEER** is entering into this **Agreement** in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this **Agreement**, the **ENGINEER** shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, contractor or corporation for any obligations of the **ENGINEER** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the Parties hereto. This **Agreement** being for the personal services of the Contractor, shall not be assigned or subcontracted in whole or in part by the Contractor as to the services to be performed hereunder without the written consent of the **PARISH**.

## SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **ENGINEER** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

## NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other Party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other Party by the manner stated above.

If to Parish:	If to Engineer:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	Professional Engineering Consultants Corporation Attn: Gerald Babin, P.E. 7600 Innovation Park Drive Baton Rouge, LA 70820

**DISCRIMINATION CLAUSE**

The **ENGINEER** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **ENGINEER** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**SIGNATURES ON FOLLOWING PAGE**



**THUS DONE AND SIGNED AT** LaPlace, Louisiana on the day, month and year first written on page one of this document.

**WITNESS:**

  
SIGNATURE

Deshanda Firmin  
PRINT NAME

**WITNESS:**

  
SIGNATURE

Ashley Lormand  
PRINT NAME

**PARISH:**

ST. JOHN THE BAPTIST PARISH

  
By: Jaclyn Hotard  
Parish President

**ENGINEER:**

Professional Engineering Consultants Corporation

  
By: Tony Arikol, P.E.  
President

**Exhibit A**  
**Statement of Work**

**SERVICES**

The **ENGINEER** shall provide all services listed in the statement of work required to complete the project including attendance by the **ENGINEER** at project meetings.

**PROJECT DESCRIPTION**

The proposed project includes rehabilitating the Central Lift Station located in Reserve, LA. The project also includes maintenance repairs to the Wallace WWTP, Central WWTP, Tigerville WWTP, Garyville WWTP and River Road WWTP.

**TASK 1 – Central Lift Station Rehabilitation:**

1. Preliminary Design Phase:
  - a. Prepare preliminary engineering plans that demonstrate the concept and layout.
  - b. Preliminary submittal shall be a 65% submittal.
  - c. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
  - d. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
  - e. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John Parish.
  - f. Comments from the technical review meeting will be incorporated into the final design phase.
2. Final Design Phase:
  - a. Prepare final plans and specifications and opinion of probable construction cost.
  - b. Submittals will include a 95% and 100% submittal.
  - c. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
  - d. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John Parish.
  - e. Comments from the technical review meeting will be incorporated into the 100% final design.
  - f. The 100% final design will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

3. Bidding Phase:

- a. Assist in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
- b. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- c. Provide information or assistance needed in the course of any negotiations with prospective contractors.
- d. Consult as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- e. The **ENGINEER** shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
- f. Attend the Bid opening, prepare Bid tabulation sheets, and assist in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

4. Construction and Record Drawings Phase:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
- c. The **ENGINEER** is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the **ENGINEER**.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Determine contract pay quantities, including necessary materials checking.
- g. Verify and approve contractor's pay requests and submit same to **DIRECTOR** or Designee.
- h. Prepare progress reports for the Director or Designee.
- i. Prepare detailed drawings and samples as necessary to supplement the construction drawings.
- j. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
- k. Perform final inspection and make a recommendation for acceptance.
- l. Verify and approve Testing Laboratory pay estimates and submit same to **DIRECTOR** or Designee.
- m. Prepare all necessary documentation required for construction change orders.



- n. Prepare written recommendation for all required changes to plans and specifications during construction.
- o. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.
- p. The **ENGINEER** shall furnish reproducible tracings of "Record" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The **ENGINEER** shall also furnish three full size bond copies of "Record" drawings.

5. Resident Project Representative:

- a. Assign personnel acceptable to the Director or Designee.
- b. Assist **ENGINEER** in observing progress and quality of the work.
- c. RPR is **ENGINEER's** representative at the site.
- d. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
- e. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.
- f. Conduct on site observations of Contractor's work in progress to assist **ENGINEER** in determining if the work is in general accordance with the contract documents.
- g. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
- h. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
- i. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to **ENGINEER**.
- j. Participate in visits to the project to determine substantial completion and final completion.

**TASK 2 – Wallace, Central and Tigerville WWTP Maintenance Repairs:**

1. Preliminary Design Phase:

- a. Prepare preliminary engineering plans that demonstrate the concept and layout.
- b. Preliminary submittal shall be a 65% submittal.
- c. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
- d. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
- e. A technical review meeting will be held at the preliminary design phase following

review of the preliminary submittal by St. John Parish.

- f. Comments from the technical review meeting will be incorporated into the final design phase.

2. Final Design Phase:

- a. Prepare final plans and specifications and opinion of probable construction cost.
- b. Submittals will include a 95% and 100% submittal.
- c. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
- d. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John Parish.
- e. Comments from the technical review meeting will be incorporated into the 100% final design.
- f. The 100% final design will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

3. Bidding Phase:

- a. Assist in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
- b. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- c. Provide information or assistance needed in the course of any negotiations with prospective contractors.
- d. Consult as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- e. The **ENGINEER** shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
- f. Attend the Bid opening, prepare Bid tabulation sheets, and assist in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

4. Construction and Record Drawings Phase:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.



- c. The **ENGINEER** is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the **ENGINEER**.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Determine contract pay quantities, including necessary materials checking.
- g. Verify and approve contractor's pay requests and submit same to **DIRECTOR** or Designee.
- h. Prepare progress reports for the Director or Designee.
- i. Prepare detailed drawings and samples as necessary to supplement the construction drawings.
- j. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
- k. Perform final inspection and make a recommendation for acceptance.
- l. Verify and approve Testing Laboratory pay estimates and submit same to **DIRECTOR** or Designee.
- m. Prepare all necessary documentation required for construction change orders.
- n. Prepare written recommendation for all required changes to plans and specifications during construction.
- o. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.
- p. The **ENGINEER** shall furnish reproducible tracings of "Record" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The **ENGINEER** shall also furnish three full size bond copies of "Record" drawings.

5. Resident Project Representative:

- a. Assign personnel acceptable to the **DIRECTOR** or Designee.
- b. Assist **ENGINEER** in observing progress and quality of the work.
- c. RPR is **ENGINEER's** representative at the site.
- d. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
- e. Report to **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.
- f. Conduct on site observations of Contractor's work in progress to assist **ENGINEER** in determining if the work is in general accordance with the contract documents.
- g. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop

drawing and sample submittals received on other project related documents.

- h. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
- i. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to **ENGINEER**.
- j. Participate in visits to the project to determine substantial completion and final completion.

### **TASK 3 – Garyville WWTP Maintenance Repairs:**

#### **1. Preliminary Design Phase:**

- a. Prepare preliminary engineering plans that demonstrate the concept and layout.
- b. Preliminary submittal shall be a 65% submittal.
- c. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
- d. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
- e. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John Parish.
- f. Comments from the technical review meeting will be incorporated into the final design phase.

#### **2. Final Design Phase:**

- a. Prepare final plans and specifications and opinion of probable construction cost.
- b. Submittals will include a 95% and 100% submittal.
- c. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
- d. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John Parish.
- e. Comments from the technical review meeting will be incorporated into the 100% final design.
- f. The 100% final design will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

#### **3. Bidding Phase:**

- a. Assist in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
- b. Issue addenda as appropriate to clarify, correct, or change the bidding documents.



- c. Provide information or assistance needed in the course of any negotiations with prospective contractors.
  - d. Consult as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
  - e. The **ENGINEER** shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
  - f. Attend the Bid opening, prepare Bid tabulation sheets, and assist in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
4. Construction and Record Drawings Phase:
- a. Prepare formal contract documents for the execution of the construction contract.
  - b. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
  - c. The **ENGINEER** is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the **ENGINEER**.
  - d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
  - e. Require and review tests of materials necessary for the project.
  - f. Determine contract pay quantities, including necessary materials checking.
  - g. Verify and approve contractor's pay requests and submit same to **DIRECTOR** or Designee.
  - h. Prepare progress reports for the Director or Designee.
  - i. Prepare detailed drawings and samples as necessary to supplement the construction drawings.
  - j. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
  - k. Perform final inspection and make a recommendation for acceptance.
  - l. Verify and approve Testing Laboratory pay estimates and submit same to **DIRECTOR** or Designee.
  - m. Prepare all necessary documentation required for construction change orders.
  - n. Prepare written recommendation for all required changes to plans and specifications during construction.
  - o. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

- p. The **ENGINEER** shall furnish reproducible tracings of "Record" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The **ENGINEER** shall also furnish three full size bond copies of "Record" drawings.

5. Resident Project Representative:

- a. Assign personnel acceptable to the **DIRECTOR** or Designee.
- b. Assist **ENGINEER** in observing progress and quality of the work.
- c. RPR is **ENGINEER**'s representative at the site.
- d. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
- e. Report to **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.
- f. Conduct on site observations of Contractor's work in progress to assist **ENGINEER** in determining if the work is in general accordance with the contract documents.
- g. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
- h. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
- i. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to **ENGINEER**.
- j. Participate in visits to the project to determine substantial completion and final completion.

**TASK 4 – River Road WWTP Maintenance Repairs:**

1. Preliminary Design Phase:

- a. Prepare preliminary engineering plans that demonstrate the concept and layout.
- b. Preliminary submittal shall be a 65% submittal.
- c. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
- d. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
- e. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John Parish.
- f. Comments from the technical review meeting will be incorporated into the final design phase.

2. Final Design Phase:



- a. Prepare final plans and specifications and opinion of probable construction cost.
- b. Submittals will include a 95% and 100% submittal.
- c. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
- d. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John Parish.
- e. Comments from the technical review meeting will be incorporated into the 100% final design.
- f. The 100% final design will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

3. Bidding Phase:

- a. Assist in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
- b. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- c. Provide information or assistance needed in the course of any negotiations with prospective contractors.
- d. Consult as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- e. The **ENGINEER** shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
- f. Attend the Bid opening, prepare Bid tabulation sheets, and assist in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

4. Construction and Record Drawings Phase:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
- c. The **ENGINEER** is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the **ENGINEER**.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.

- f. Determine contract pay quantities, including necessary materials checking.
- g. Verify and approve contractor's pay requests and submit same to **DIRECTOR** or Designee.
- h. Prepare progress reports for the **DIRECTOR** or Designee.
- i. Prepare detailed drawings and samples as necessary to supplement the construction drawings.
- j. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
- k. Perform final inspection and make a recommendation for acceptance.
- l. Verify and approve Testing Laboratory pay estimates and submit same to **DIRECTOR** or Designee.
- m. Prepare all necessary documentation required for construction change orders.
- n. Prepare written recommendation for all required changes to plans and specifications during construction.
- o. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.
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5. Resident Project Representative:

- a. Assign personnel acceptable to the **DIRECTOR** or Designee.
- b. Assist **ENGINEER** in observing progress and quality of the work.
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- d. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
- e. Report to **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.
- f. Conduct on site observations of Contractor's work in progress to assist **ENGINEER** in determining if the work is in general accordance with the contract documents.
- g. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
- h. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
- i. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to **ENGINEER**.
- j. Participate in visits to the project to determine substantial completion and final completion.



**Exhibit B**  
**PRICE SCHEDULE**

For each task in **Exhibit A**, the work is to be initiated only upon receipt of written Notice to Proceed from the **DIRECTOR** or Designee.

For the services outlined in Exhibit A, the **PARISH** shall pay the **ENGINEER** as follows:

**Task 1 Central Lift Station Rehabilitation**

Preliminary Design Phase	\$11,587.50 (Lump Sum)
Final Design Phase	\$20,857.50 (Lump Sum)
Bidding Phase	\$2,317.50 (Lump Sum)
Construction and Record Drawings Phase	<u>\$11,587.50 (Lump Sum)</u>
<b>Total Central Lift Station Basic Services Fee</b>	<b>\$46,350.00 (Lump Sum)</b>

Fees were based on 9.27% of the \$500,000 construction cost estimate per St. John Parish Council Ordinance 05-16 for Basic Engineering Services

**Resident Project Representative Services Fee** **\$19,500.00 (Hourly NTE)**

Fee was based on 3.9% of the \$500,000 construction cost estimate per St. John Parish Council Ordinance 05-16 for Resident Project Representative Service Fees. Work is to be performed on an hourly basis with certified timesheets submitted for review and approval with invoice for payment.

**Task 2 Wallace, Central and Tigerville WWTP Maintenance Repairs**

Preliminary Design Phase	\$6,640.00 (Lump Sum)
Final Design Phase	\$11,953.00 (Lump Sum)
Bidding Phase	\$1,328.00 (Lump Sum)
Construction and Record Drawings Phase	<u>\$6,641.50 (Lump Sum)</u>
<b>Total Basic Services Fee</b>	<b>\$26,562.50 (Lump Sum)</b>

Fees were based on 10.625% of the \$250,000 construction cost estimate per St. John Parish Council Ordinance 05-16 for Basic Engineering Services.

**Resident Project Representative Services Fee** **\$11,125.00 (Hourly NTE)**

Fee was based on 4.45% of the \$250,000 construction cost estimate per St. John Parish Council Ordinance 05-16 for Resident Project Representative Services Fees. Work is to be performed on an hourly basis with certified timesheets submitted for review and approval with invoice for payment.

**Task 3 Garyville WWTP Maintenance Repairs**

Preliminary Design Phase	\$6,640.00 (Lump Sum)
Final Design Phase	\$11,953.00 (Lump Sum)
Bidding Phase	\$1,328.00 (Lump Sum)
Construction and Record Drawings Phase	<u>\$6,641.50 (Lump Sum)</u>

Professional Engineering Consultants Corporation

Central Lift Station Rehabilitation and WWTP Repair Project Services

Page **17** of **22**

**Total Basic Services Fee****\$26,562.50 (Lump Sum)**

Fees were based on 10.625% of the \$250,000 construction cost estimate per St. John Parish Council Ordinance 05-16 for Basic Engineering Services.

**Resident Project Representative Services Fee****\$11,125.00 (Hourly NTE)**

Fee was based on 4.45% of the \$250,000 construction cost estimate per St. John Parish Council Ordinance 05-16 for Resident Project Representative Services Fees. Work is to be performed on an hourly basis with certified timesheets submitted for review and approval with invoice for payment.

**Task 4 River Road WWTP Maintenance Repairs**

Preliminary Design Phase

\$1,700.00 (Lump Sum)

Final Design Phase

\$3,053.00 (Lump Sum)

Bidding Phase

\$500.00 (Lump Sum)

Construction and Record Drawings Phase

\$1,532.00 (Lump Sum)**Total Basic Services Fee****\$6,785.00 (Lump Sum)**

Fees were based on 13.57% of the \$50,000 construction cost estimate per St. John Parish Council Ordinance 05-16 for Basic Engineering Services.

**Resident Project Representative Services Fee****\$2,500.00 (Hourly NTE)**

Fee was based on 5.0% of the \$50,000 construction cost estimate per St. John Parish Council Ordinance 05-16 for Resident Project Representative Services Fees. Work is to be performed on an hourly basis with certified timesheets submitted for review and approval with invoice for payment.

**Total Professional Services Fee from Tasks 1 through 4:****\$150,510.00**

Task 1 of this project is funded by a Clean Water State Revolving Loan. Tasks 2 through 4 are funded through Cares Act.

**PAYMENTS**

The **ENGINEER** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR** approval.

**FUNDS**

Task 1 Payment to the **ENGINEER** under this **Agreement** shall be from the St. John the Baptist Parish wastewater fund and will be reimbursed by the Louisiana Department of Environmental Quality Clean Water State Revolving Loan when the loan closes. Tasks 2, 3 and 4 to the **ENGINEER** under this **Agreement** shall be from the St. John the Baptist Parish Cares Act funds.



**EXHIBIT C**  
**Insurance Requirements**

**ENGINEER** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **ENGINEER** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **ENGINEER** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this **Agreement**.
2. Owner's and **ENGINEER's** Protective Liability (if **ENGINEER** is a General **ENGINEER**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **ENGINEER**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **ENGINEER** shall maintain insurance in full force and effect during the entire period of performance under this **Agreement**. Failure to do so shall be cause for termination of the **Agreement**. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is canceled.

#### LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State **ENGINEER**'s License should be furnished. W-9 Form is to be furnished prior to work being issued.



**ATTACHMENT A**  
**STANDARD HOURLY RATES SCHEDULE**

**A. STANDARD HOURLY RATES**

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to **ENGINEER**.
3. The Standard Hourly Rates apply as specified in **Exhibit B: Price Schedule** Hourly Not to Exceed Services of the **Agreement**.

**B. SCHEDULE**

Hourly rates for services performed on or after the date of the **Agreement** are:

Category	Billing Rate
Principal -----	\$160.00
Principal/Vice President-----	\$150.00
Sr. Professional/Supervisor Engineer -----	\$140.00
Professional Engineer II -----	\$110.00
Professional Engineer I -----	\$95.00
Engineer Intern (Pre-Professional) -----	\$80.00
Sr. Technician/Designer -----	\$90.00
CAD Technician -----	\$50.00
Construction Manager-----	\$75.00
Sr. Construction Inspector-----	\$70.00
Construction Inspector -----	\$60.00
Administrative/Clerical III-----	\$45.00
Administrative/Clerical II-----	\$35.00
Administrative/Clerical I -----	\$32.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this **Agreement**.

- RESOLUTION -

BE IT RESOLVED by the Board of Directors of Professional Engineering Consultants Corporation, a corporation organized and existing under the laws of the State of Delaware, and domiciled in the City of Baton Rouge, Louisiana that Tony Arikol, P.E., President of the Corporation, is are hereby authorized and empowered to execute any and all contracts and/or agreements of whatever kind on behalf of the Corporation.

- CERTIFICATE -

I, Kevin A. Gravois, Secretary of Professional Engineering Consultants Corporation do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 1st day of January, 2005; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 6th day of July, 2021.

Kevin A. Gravois, Secretary  
Kevin A. Gravois, P.E.

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**ST. JOHN THE BAPTIST PARISH COUNCIL**  
**STATE OF LOUISIANA**

**RESOLUTION**  
**R21-94**

Councilwoman Houston proposed and Councilman Madere seconded the following resolution:

**THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:**

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION FOR THE CENTRAL LIFT STATION REHABILITATION AND WASTEWATER TREATMENT PLANT REPAIRS PROJECT**

**WHEREAS**, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

**WHEREAS**, Professional Engineering Consultants Corporation of Baton Rouge, LA has been selected for services related to the Central Lift Station Rehabilitation and Wastewater Treatment Plant (WWTP) Repairs Project; and

**WHEREAS**, the proposed project includes rehabilitating the Central Lift Station in Reserve, LA and maintenance repairs to the Wallace WWTP, Central WWTP, Tigerville WWTP, Garyville WWTP, and River Road WWTP; and

**WHEREAS**, the project is funded through a Clean Water State Revolving Loan and through the Cares Act.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. John the Baptist Parish Council, that Parish President, Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and Professional Engineering Consultants Corporation.

This resolution having been submitted to a vote; the vote thereon was as follows:

YEAS: Madere, Becnel, Torres, Houston, Malik, Arcuri, Duhe-Griffin, Schnyder

NAYS: None

ABSTAIN: None

ABSENT: Wright

And, the resolution was declared adopted on this, the 13<sup>th</sup> day of July, 2021.

  
\_\_\_\_\_

Council Chairman

  
\_\_\_\_\_

Secretary

Veto: \_\_\_\_\_

\* \* \* \* \*

Signed at Laplace, Louisiana this 13 day of July 2021.





PROFENG-01

JDIDIER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Blumberg and Associates, Inc. 8560 Jefferson Highway Baton Rouge, LA 70809	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b> (225) 767-0806
	<b>PHONE (A/C, No, Ext):</b> (225) 767-1442	
<b>INSURED</b> Professional Engineering Consultants Corp. 7600 Innovation Park Drive Baton Rouge, LA 70820	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Continental Casualty Company	<b>NAIC #</b> 35289
	<b>INSURER B:</b> Valley Forge Insurance Co.	20508
	<b>INSURER C:</b> Continental Insurance Co.	35289
	<b>INSURER D:</b> Louisiana Retailers Assoc.	10718
	<b>INSURER E:</b> Hanover Insurance Co.	22292
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2091434693	9/21/2020	9/21/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			4025683138	9/21/2020	9/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			2093614382	9/21/2020	9/21/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			99911633	9/21/2020	9/21/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Professional Liab.			LHOH04633901	9/21/2020	9/21/2021	Per Claim 2,000,000
E	<input checked="" type="checkbox"/> Professional Liab.			LHOH04633901	9/21/2020	9/21/2021	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured on the GL and Auto policies and granted a waiver of subrogation on the GL, Auto & WC policies if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

St. John the Baptist Parish Council  
1801 West Airline Hwy.  
LaPlace, LA 70068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE